

**TEXAS TECH UNIVERSITY AND ABILENE CHRISTIAN UNIVERSITY**

**FOOTBALL GAME AGREEMENT**

This Agreement ("Agreement") is entered into this 3rd day of March, 2017, by and between Texas Tech University, hereinafter called ("Texas Tech") and Abilene Christian University hereinafter called ("ACU") and collectively called the Parties.

For and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

**1. DATE AND LOCATION**

The Parties agree for their intercollegiate football teams to meet and compete against each other in Games of Football (the "Games") as follows:

<u>DATE</u>	<u>LOCATION</u>
August 31, 2024	Lubbock, Texas
September 5, 2026	Lubbock, Texas

Upon mutual written agreement by the Parties, locations and dates may be changed. The time of the Games shall be determined by Texas Tech.

**2. ELIGIBILITY**

The eligibility of all players who are to participate in the Games shall be determined by rules and regulations of the conference of which it is a member, if any, and the National Collegiate Athletic Association ("NCAA") on the date of the Games.

**3. OFFICIALS**

The Game officials shall be assigned by the conference of which Texas Tech is a member, if any, on the date of the Game.

**4. GAME GUARANTEES**

Texas Tech agrees to pay ACU \$375,000 as a Game guarantee, for each of the two aforementioned Games. Texas Tech will retain all gate receipts. The Game guarantee shall be paid to ACU on or before December 31, next following the Game. Any sum not paid by the due date shall bear interest at the highest rate of interest allowed by law or 10% per annum, whichever is less.

**5. BANDS AND CHEERLEADERS**

The band members of ACU shall be admitted, if in uniform, without charge. The cheerleaders and mascots of ACU shall be admitted, if in uniform, without charge.

## **6. TICKETS**

Tickets for ACU shall be allocated as follows:

- A. Texas Tech shall solely determine the price of tickets and be responsible for printing tickets, for selling tickets and for distributing tickets to ACU. All tickets sold by ACU shall be at the printed price. Such prices shall be furnished to ACU by April 1 of the year preceding the Game.
- B. Upon request, a minimum of 3,000 tickets shall be provided to ACU for sale to its fans. ACU shall return all unsold tickets as early as practical, but no later than August 15 prior to the date of the Game.
- C. Additionally, ACU shall receive 400 complimentary tickets for its use.

## **7. GAME RECEIPTS**

Revenues from the gate receipts, concession sales, programs, pictures, parking and other associated game activities shall belong exclusively to Texas Tech.

## **8. TELEVISION RIGHTS**

The Parties agree to use commercially reasonable efforts to cause the game to receive the maximum media exposure, including exposure via television if possible. Texas Tech shall control the rights of release and retain the revenue for live and delayed telecast of the Game, but ACU may also enter into agreements for television and radio coverage of the Game, subject to approval of Texas Tech, so long as the provisions thereof do not conflict with the provisions of the applicable media contracts of Texas Tech or the conference of which it is a member, if any, in effect as of the date of this agreement ("Host Media Agreement"). ACU shall not be limited in terms of radio broadcast distribution via satellite, terrestrial or Internet; although Texas Tech must approve all terrestrial radio affiliates within its home state.

Any use of ACU of video footage of a Game must comply with any restrictions thereon in the Host Media Agreements, if a written outline of those restrictions (including duration, frequency, and permitted outlets) is delivered to ACU by Texas Tech a reasonable time prior to the game.

The parties agree that the scheduled start time for the Game is subject to change for the purpose of accommodating live telecasting opportunities and that any change in the date of the Game shall require consent of ACU, which consent shall not be unreasonable withheld.

## **9. RADIO RIGHTS**

Texas Tech shall, subject to the terms of Section 8 hereinabove relating to radio, control radio broadcasts of the game and shall retain the revenue from all radio rights to broadcast the Game. Notwithstanding the above, ACU will be provided with one rights free radio outlet for the live radio broadcast of the Game by ACU's officially designated station or affiliated radio network, and is entitled to retain any revenue from such broadcast. Texas Tech shall not be required to make any alteration to existing facilities for the purposes of the Agreement.

**10. DEFAULT**

Except where the appearance of either team is prevented by one of the events described in Article 11 below, the Party whose team fails to appear and participate in the Games provided for in this Agreement shall pay the other Party the sum of \$1,000,000 within sixty days of the applicable Game date. Such sum if not paid at due date, shall bear interest at the maximum rate allowed by law. If, at any time prior to a Game, a Party ceases to be an NCAA Division 1 program, the other Party may terminate this Agreement upon written notice, and all obligations under this Agreement shall cease, including any payment for failure to appear.

**11. FORCE MAJEURE**

Neither Party shall be considered in default of this Agreement for the failure of its intercollegiate football team to appear and participate in a Game for reasons due to acts of God, natural disaster, national emergency, labor disputes, war, order of a state or federal court or similar events beyond the control of the Party that fails to appear.

**12. MODIFICATION OF CONFERENCE RULES AND REGULATIONS**

It is agreed that in the event the rules and regulations of the NCAA, the Big 12 Conference, the Southland Conference, or the conference in which each Party is a member on the date of the Games should be amended, modified or changed in any manner so as to make the terms of this Agreement to be in conflict with the subsequently changed rules or regulations, then the terms of this Agreement are to be considered amended so as the terms shall not be in conflict but in accord with such Rules and Regulations.

This Agreement is agreed to and signed the date shown by the duly authorized officials of each Party.

**Texas Tech University:**

**Abilene Christian University:**

 3/20/17  
Director of Athletics Date

 3/13/17  
Director of Athletics Date

 3/30/17  
President Date

 3-7-17  
President Date